BID OPENING CITY OF SAN JOSE OFFICE OF THE CITY CLERK

Addendums Included (

Non-Collusion Affidavit

RECEIVED San Jose City Clerk City Clerk

2010 FEB 25 ₱ 2: 4 **Time Stamp**

	TOTAL BASE BID 944,000			
	ALT NO. 1 85,000			
	ALT NO. 2 27,000			
	ALT NO. 3			
	Alt No. 4			
	Alt No. 5			
BID DATE: Thursday, February 25, 2010				
Project Manager: Mike Pruitt ~ 535.8	8439			
NISICH F	PARK PROJECT			
BIDDER NAME: ELITE	LANDSCAPING			
Bond Cashier's Check				



Department of Public Work

CITY PACILITIES ARCHITECTURAL SERVICES DIVISION

February 19, 2010

ADDENDUM NO. 1

FOR THE CONSTRUCTION OF THE NISICH PARK IMPROVEMENT PROJECT

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Nisich Park Improvement Project:

GENERAL

BID DATE clarification. The Bid Date for this project is February 25, 2010

INSTRUCTIONS

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal.

APPROVED BY:

KATHERINE JENSEN

Division Manager

City Facilities Architectural Services Division

Department of Public Works

Bidder's Name

Signature and Title of Bidder

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KJ:lnr Addendum I

PROPOSAL TO CITY OF SAN JOSE

FOR NISICH PARK

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on 1/2/10 entitled NISICH PARK and the Specifications approved by the Director of Public Works on 1/11/06 entitled NISICH PARK on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES FOR NISICH PARK

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	TOTAL
1.	013000	MOBILIZATION	42,000
	015000	EROSION CONTROL	\$ 12,000
2.			(Fixed Lump Sum)
	015000	EMERGENCY EROSION AND	\$ 15,000
3.	A A CONTRACTOR OF THE CONTRACT	SEDIMENT CONTROL	(Fixed Lump Sum)
	012000	UTILITY CONFLICT	\$ 61,000
4.	THE PROPERTY OF THE PROPERTY O		(Fixed Lump Sum)
	024100, 028200,	DEMOLITION AND SITE	
5.	028300, 028416,	PREPARATION	00
	311000		63,000
6.	312200	GRADING	63,000°2 35,000°2
7.	320100	OPERATION AND	
	,	MAINTENACE (30 CALENDAR	
		DAYS)	2,50000
8.	321200, 321540	FLEXIBLE PAVING	57,00000
9.	321300, 323200	RIGID PAVING	150,000°3
10.	323113	CHAIN LINK FENCES AND	
		GATES	25,00000
11.	323119	DECORATIVE METAL FENCES	
		AND GATES	27,00000
12.	328400	PLANTING IRRIGATION	33,000 ° .
13.	329100, 329200,	PLANTING PREPARATION	,
	329300	AND PLANTS	25,00000
14.	334000	STORM DRAINAGE UTILITIES	40,0000
15.	160500-167250	ELECTRICAL (SITE WORK)	28,00000
16.	101400, 129300,	SITE FURNISHINGS	
·	224713		76,0000
17.	116813, 321816	PLAY AREA EQUIPMENT AND	_ ;~
		SURFACING	237,00000
18.	323200	RETAINING WALLS	15,50000
		TOTAL BASE BID AMOUNT	41
		(ITEMS 1 THROUGH 18,	# Q/14 00000
		INCLUSIVE) FOR THE LUMP	4944,000
A 1	120200	SUM TOTAL OF:>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	
A-1	129300		85,000 °C
A-2	129300, 321540	ADD ALT #2 – BOCCE COURT	27,00000
NUIL	TO BIDDERS:		00

NOTE TO BIDDERS:
The Bidder's Bond shall be at least 10% of the TOTAL BID AMOUNT. 1056,000

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

- 1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
- 2. A "List of Subcontractors".
- 3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: NISICH PARK Ouy Stockbridge	, being first duly swom, deposes and says that he/she is
(print name)	
partnership, company, association, organization, or cobidder has not directly or indirectly induced or solicite or indirectly colluded, conspired, connived, or agreed shall refrain from bidding; that the bidder has not communication or conference with anyone to fix the profit, or cost element of the bid price, or of that of an awarding the contract of anyone interested in the proffurther, that the bidder has not, directly or indirectly contents thereof, or divulged information or data relapartnership, company, association, organization, bid collusive or sham bid. In accordance with Title 23, United States Code, he/she has not, either directly or indirectly, entered in any action in restraint of free competitive bidding in a false certification may subject certifier to criminal profits.	
	erjury that the information contained in this proposal and al
accompanying documents are true and correct.	
Executed on $\frac{2/24/10}{}$	
Elite Landscapina Inc	City Business Lic. No.: 9672552210
Legal Company Name	Expiration Date: 17/15/10
	State Contractor Lic. No.: 64559 1
A Corporation	Classification: A, B, C8, C27, D1, D34
Indicate Type of Entity Sole Proprietorship,	Expiration Date: 5/31/10
Partnership (General/Limited Partners),	Federal I. D. No.: 77-0420757
Corporation, Joint Venture, etc.	Address: 2972 Larkin Ave Clovis, CA 93612
By:	Telephone: (SSA) 292-7760
Title: President	

NOTARY	
Onbefore me,	(name and title of officer) , personally appeared
	(name and title of officer) who proved to me on the basis of satisfactory evidence to be
	within instrument and acknowledged to me that he/she/they executed
	I that by his/her/their signature(s) on the instrument the person(s), o
the entity upon behalf of which the person(s) acted, a	
I certify under the PENALTY OF PERJURY under that correct.	he laws of the State of California that the foregoing paragraph is tru-
WITNESS my hand and official seal.	
Signature	(Seal)
SignatureNotary Public	(Sear)
2000 OPGI - 'A Galamanta alta anno a'	T

State of California County of Fresno	
County of Fresho	Λ : Λ
Subscribed and sworn to (or affirmed) before by Guy Stockbridge, be the person(s) who appeared before me.	e me on this, 2010_ provided to me on the basis of satisfactory evidence to
JILL L. STOCKBRIDGE Commission # 1698615 Notary Public - California Fresno County My Comm. Expires Nov 8, 2010	Notary Signature The Hochbridge
(Notary Seal)	Jill L. Stockbridge, Notary Public

State of California	
County of Fresno	an.
on Jeb 24, 21	before me, Jill L. Stockbridge, Notary Public,
personally appeared	Guy Stockbridge ,
	who proved to me on the basis of satisfactory evidence
JILL L. STOCKBRIDGE Commission # 1698615 Notary Public - California Fresno County My Comm. Expires Nov 8, 2010	to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
Though the information heleva is not required h	OPTIONAL C
	y law, it may prove valuable to persons relying on the document and could all and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name: Guy Stockbrid Individual Orporate Officer - Title(s): Pre Partner - 0 Limited 0 General Attorney-in-Fact	esident
☐ Attorney-In-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

	ELITE LANDSCAPING, INC.		,	as PRINCIPAL.
and TRAVELERS CASU	ALTY AND SURETY COMPAN	Y OF AMERIGA	orporation duly or	ganized under the
laws of the State of_	CONNECTICUT	_and duly lices	nsed to become sol	e surety on bonds
required or authorize	ed by the State of California	a, as SURETY	, are held and firml	y bound unto the
City of San Jose (her	einafter called the "City"), i	n the penal suri	of TEN PERCEN	T (10%) OF THE
TOTAL AMOUNT	OF THE BID of the Princip	al above name	d, submitted by sai	d Principal to the
City of San Jose, for	the work described below;	for the payme	nt of which sum in	lawful money of
the United States, we	and truly to be made, we l	oind ourselves,	our heirs, executor	s, administrators
and successors, joint	ly and severally, firmly by	these presents.	In no case shall th	he liability of the
Surety hereunder exc	ceed the sum of <u>TEN PERC</u>	ENT OF THE AM	IOUNT BID	DOLLARS (\$
10% BID).				•

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on *February 25, 2010* for NISICH PARK

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 23RD day of FEBRUARY, 2010.

PRINCIPAL

SURETY

ELITE LANDSCAPING, INC.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERIC

Legal Company Name

Legal Company Name

Title: Gu

Title:

Title: DONALD P. SHARP, ATTORNEY

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

220398

Certificate No. 002869389

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Betty Jo Peacock, Donald P. Sharp, Hector De Santiago, and Ruth J. Bly

N		
	, State ofCalifornia_	, their true and lawful Attorney(s)-in-Fact,
		edge any and all bonds, recognizances, conditional undertakings and
contracts and executing or guaranteeing bonds and undertaki		paranteeing the fidelity of persons, guaranteeing the performance of the performance of the person of the performance of the p
	MANAGER STATE	A OAP
IN WITNESS WHEREOF, the Companies have caused this day of	s instrument to be signed and their co	porate seals to be hereto affixed, this
day of,		
Farmington Casualty C		St. Paul Guardian Insurance Company
Fidelity and Guaranty		St. Paul Mercury Insurance Company
Seaboard Surety Compa	nsurance Underwriters, Inc. any	Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America
St. Paul Fire and Marin	e Insurance Company	United States Fidelity and Guaranty Company
1982 1982 1951 1977 1951 1951	SEAL S	CONN.
State of Connecticut City of Hartford ss.	Ву:	George W Thompson, Senior Vice President
Inc., Seaboard Surety Company, St. Paul Fire and Marine Incasualty and Surety Company, Travelers Casualty and Surety	alty Company, Fidelity and Guaranty surance Company, St. Paul Guardian l ty Company of America, and United	me personally appeared George W. Thompson, who acknowledged Insurance Company, Fidelity and Guaranty Insurance Underwriters, insurance Company, St. Paul Mercury Insurance Company, Travelers States Fidelity and Guaranty Company, and that he, as such, being 3 on behalf of the corporations by himself as a duly authorized officer.

58440-5-07 Printed in U.S.A.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

C .
evidence to cribed to the property of the total transfer authorized tre(s) on the property of the laws paragraph is
IT THUMBPRINT OF SIGNER
o of thumb here

State of California	
County of Fresno On 34/3	before me, Jill L. Stockbridge, Notary Public,
personally appearedG	iuy Stockbridge,
JILL L. STOCKBRIDGE Commission # 1698615 Notary Public - California Fresno County My Comm. Expires Nov 8, 2010	who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS, my hand and afficial seal.
Though the information below is not required by la prevent fraudulent removal a	aw, it may prove valuable to persons relying on the document and could and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name: Guy Stockbridge Individual Corporate Officer - Title(s): Presi Partner - 0 Limited 0 General Attorney-in-Fact Trustee Guardian or Conservator Other:	
Signer is Representing: Elite Landsca	aping. Inc.

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

	•						
Demo, concrete	Flectaic .	Prechet Fence	Chain Cink Fence	Hesmat	(Drond Power in Piles		
Closes	Fresno	Los Bagals	SAN JOSE	& Fremont	Buoja)		
SDI	Krous Ent	ARTISON PRECUEST	Steel Jence Systems	RB Construction	Spected turf		

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME	AGENCY	(/ENTITY	CONTRACT	AMOUNT
See	Allached			
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STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT

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		The second secon
	•	

3.2 Projects completed in the past two (2) years

Description: landscape & irrigation and sports field

Dollar Value: \$2,434,598.00

Project Name: Mission Oak High School

Representative: Ryan Diel

Tulare Unified School District

426 N. Blackstone Tulare, CA 93274 559-257-0301

Architect: Darden Architects

6790 N. West Avenue Fresno, CA 93711 559-448-8051

Original Contract Price: \$2,900,000.00

Original Completion Duration: 200 calendar days

Final Adjusted Contract Price: \$2,434,598.00

Actual Completion Duration: 250 calendar days

Description: landscape & irrigation

Dollar Value: \$165,480.00

Project Name: Willow Glen Elementary Schoool

Representative: Cheryl Butterton/TBI Construction Management

1960 The Alameda, Suite 100

San Jose, CA 95126 408-535-6071

Architect: Bill Gould Design, Inc.

394-A Umbarger Road San Jose, CA 95111 408-224-9890

Original Contract Price: \$165,480.00

Original Completion Duration: 45 working days

Final Adjusted Contract Price: \$165,480.00

Actual Completion Duration: 65 working days

<u>Description</u>: landscape, irrigation and install concrete sidewalks & benches

Dollar Value: \$575,369.00

Project Name: OutLot Landscaping

Representative:

Jerry Martinez

Madera Redevelopment Agency

421 North I Street Madera, CA 93637 559-673-5981

Architect:

Giersch & Associates 421 North I Street Madera, CA 93637 559-673-5981

Original Contract Price: \$553,737.00

Original Completion Duration: 90 calendars days

Final Adjusted Contract Price: \$575,369.00

Actual Completion Duration: 114 calendar days

Description: Irrigation Improvements

Dollar Value: \$1,575,251.00

Project Name: Mooney Grove Irrigation Improvements

Representative:

County of Tulare 5961 S. Mooney Blvd. Visalia, CA 93277 559-733-6291

Architect:

David Bigler

1127 E. Olive Avenue Fresno, CA 93728 559-276-9495

Original Contract Price: \$1,573,500.00

Original Completion Duration: 125 calendar days

Final Adjusted Contract Price: \$1,575,251.00

Actual Completion Duration: 130 calendar days

Description: landscape & irrigation and some concrete work

Dollar Value: \$866,963.00

Project Name: State Route 99 @ Briggsmore

Representative:

Rick Salinas

City of Modesto

1010 10th Street, 4th Floor Modesto, CA 95354 209-572-5462

Architect:

CalTrans

111 Grand Avenue Oakland, CA 94612 510-286-4444

Original Contract Price: \$864,286.00

Original Completion Duration: 75 working days

Final Adjusted Contract Price: \$866,963.00

Actual Completion Duration: 90 working days